

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

**JONATHAN ALVAREZ-VEGA on behalf of
his minor child, E. A.L.
Plaintiffs,**

CIVIL NO: 17-1600 (PAD)

CIVIL ACTION

vs.

**CORPORACION PARA EL DESARROLLO
DE LAS BELLAS ARTES DEL MUNICIPIO
DE GUAYNABO; et. Al.
Defendants.**

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement is made and entered by plaintiffs and Defendant Corporacion para el Desarrollo de las Bellas Artes del Municipio de Guaynabo, (herein referred to as Bellas Artes). Both parties will be represented in this agreement by their respective attorneys, to wit, Plaintiffs represented by José Carlos Vélez and Bellas Artes represented by Osvaldo Pérez Marrero.

1. Plaintiffs have filed the current civil action before the United States District Court for the District of Puerto Rico under case number civil 17-1600 (PAD).
2. Bellas Artes has provided ample evidence that establishes they are simple tenants under contract with the Guaynabo Municipality, who are the property owners of the facilities used by Bellas Artes.
3. Both parties agree that Bellas Artes is a non profit corporation, that merely administers the property, that belongs to the Guaynabo Municipality.
4. All necessary repairs are the Municipality's responsibility.
5. Bellas Artes agrees to allow all the changes, if any ordered by the Court, as a result of this case. They will provide access and allow all reasonable efforts to alter the facility according to the ruling of the Court, if any.
6. As a result of this agreement between the parties, plaintiffs release and discharge Bellas Artes from their claim with prejudice. It is the intention of the parties that this agreement shall settle each and every claim, dispute and controversy, known or unknown, fixed or

Suites 601 & 602-A
Banco Cooperativo Plaza
623 Ponce de León Avenue
San Juan, Puerto Rico 00917
OPMLAW@YAHOO.COM

CIVIL RIGHTS CLAIM

contingent, that the parties have or may have against each other.

7. This release shall be a fully binding and complete settlement among the parties, and their assigns and successors.

8. Fair Settlement. Defendant and Plaintiff agree that this Agreement is an amicable, fair and just method of settling and resolving their bona fide differences and uncertainties with respect to the claims pending in the Judicial Action and with respect to any other claim for any kind of relief arising out of, or in any way relating to the claims asserted or which could have been asserted by the parties in the Judicial Action.

9. No disparagement. Neither Plaintiff nor Defendant shall make any comment or statement that is negative of disparaging of the business, product, reputation, competence, quality, or character of each other and/or their representatives, successors, and/or assigns.

10. Each of the parties hereto shall pay the fees and expenses of their counsel, consultants and all other expenses incurred, as all costs and expenses incidental to the negotiation, preparation and execution of this agreement.

11. Plaintiff will withdraw with prejudice their claim against Bellas Artes, within the next 10 days.

In San Juan, Puerto Rico, this July 31, 2017.

S/ LCDO. JOSE CARLOS VELEZ COLON
PO BOX 2013
BAYAMON, PR 00960-2013

USDC-PR 23/014
Tel. (787) 599-9003
Fax: N/A
E: JCVELEZCOLON@gmail.com

S/O SVALDO PEREZ MARRERO
USDC-PR 119013
Banco Cooperativo Plaza
Suite 601 & 602-A
623 Ponce de León Avenue
Hato Rey, Puerto Rico 00917
Tel. 753-1313
Fax. 753-1317
E-mail: OPMLAW@YAHOO.COM

Suites 601 & 602-A
Banco Cooperativo Plaza
623 Ponce de León Avenue
San Juan, Puerto Rico 00917
OPMLAW@YAHOO.COM

CIVIL RIGHTS CLAIM